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15-77

AGREEMENT

BY AND BETWEEN

THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL BUS DRIVERS ASSOCIATION, INC.

X JULY 1, 1988 - JUNE 30, 1990

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PREAMBLE

This Agreement is entered into this first day of July 1988 by and between the Board of Education of the Central Regional School District of Ocean County, New Jersey, hereinafter called the "Board" and the Central Regional Bus Drivers Association, Inc., hereinafter called the "Association".

ARTICLE I RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all Bus Drivers; but excluding Transportation Coordinator, all confidential personnel, substitute drivers, and contract drivers.

B. Definition of Employee

Unless otherwise indicated, the term "employee" or "driver", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. In accordance with the Employer-Employee Relations Act of 1968 as amended and the rules and regulations of the Public Employment Relations Commission, the parties agree to commence negotiations in a good faith effort to reach agreement. Negotiations concerning a successor agreement however, shall commence not later than October 1 of the year preceding the year in which the agreement expires.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall promptly make available to the other, upon reasonable request, information within its possession which is not privileged under the law and which is relevant to the subject under discussion. Either party, may, if so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. All matters having an effect or impact on working conditions existing prior to the existing date of this Agreement shall remain in effect. Past practices shall be arbitratable if they continue to occur after

July 1, 1975. Modification of existing rules or new rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A "grievance" shall mean a complaint by employee(s) or representative(s) of employees that there has been a violation of this Agreement.

2. Aggrieved Person - An "aggrieved person" is the person or persons or the Association making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence or knowledge thereof.

3. Failure of the aggrieved to process a grievance in accordance with the time lines as contained herein shall constitute an abandonment of the grievance and render it null and void.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.

5. Level One - Coordinator

When a grievance occurs, personnel covered by this Agreement shall discuss the matter with the Transportation Coordinator, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level Two - Superintendent of Schools

a. If the aggrieved person(s) is not satisfied with the opinion issued by the Transportation Coordinator, or no decision has been rendered within five (5) school days after presentation, the grievance may be filed in writing with the Association. The grievance (filed in writing) may be presented to the Association within five (5) school days after the decision at Level One or ten (10) school days after

the grievance was presented, whichever is sooner.

b. Within five (5) school days after receiving the written grievance, the Association shall refer the matter to the Superintendent of Schools.

c. Within six (6) school days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.

d. Within six (6) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted.

7. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after a decision by the Superintendent of Schools or fifteen (15) days after the grievance was delivered to the Superintendent of Schools, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. Within five (5) days after receiving the written request of the aggrieved party, the Association shall request, in writing, a hearing with the Board of Education. The Board of Education or a committee thereof, shall review the grievance and shall hold a hearing on the grievance and render a decision in writing within twenty (20) calendar days of receipt of the grievance.

8. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or twenty (20) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or P.E.R.C. in the selection of an Arbitrator.

c. The arbitrator so selected shall confer with representatives of the Board of Education and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall

be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violable of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding of the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Advanced Step Filing

1. If the lack of subordinate jurisdiction removes authorization for properly considering a specific grievance, the grievance may be filed at the next level having jurisdiction. It is understood and agreed that the Association shall be the sole party in interest to present an advanced step filing.

2. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV
EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other State or Federal Laws.

B. No employee shall be disciplined, reprimanded, reduced in compensation without just cause. Any such action asserted by the Board, or any agent or appointed representative thereof, shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given (5) school days prior written notice of the reasons for such meeting

or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association, in response to reasonable requests, from time to time, all available non-confidential information affecting negotiations and grievances of the Association.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss of pay.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with approval of the appropriate Association President, Association and Superintendent of Schools, provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representatives may request, in writing, to use specified areas subject to administrative approval in writing, which approval shall not be unreasonable withheld.

E. The Association shall have the right to use a mimeographing machine at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials, supplies, and damages incident to such use.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

G. The Board shall permit a designated regular member of the Association to visit buses to investigate working conditions, employee complaints or problems, or for any other reasons relating to terms and conditions of this Agreement which shall not interrupt the work schedule. Where one representative visits buses for such purposes no advance notice need be given. In cases where two representatives visit buses for any of the aforementioned purposes, the Coordinator shall be notified at least one (1) school day in advance of the visit. Such advance notification may be waived with the express consent of the Coordinator. In the event of emergency circumstances or a prearranged special event, more than two representatives shall be permitted to visit the buses.

ARTICLE VI
WORK YEAR

A. The work year for personnel covered herewith shall be each day school is in session for students and two (2) additional days for bus inspection as per present practice.

B. Holidays from September to June shall be those days when school is not in session for students.

ARTICLE VII
DAILY WORK DAY AND WORK LOAD

A. Original destination shall be where buses have been parked by practice, subject to Board approval.

B. All time spent between runs shall be considered break time, and driver shall not be required to remain on school property, except for first echelon maintenance.

C. The work day for personnel covered herewith shall not exceed twelve (12) hours, however, the Board reserves the right to assign personnel to any twelve (12) hour period as it deems appropriate provided such assignment of individual personnel is in accordance with the seniority provisions of this Agreement.

D. Bus drivers will be required to attend twelve (12) hours per school year of in-service programs to be conducted within the twelve (12) hour work day.

E. Bus drivers will be required to complete a Defensive Driving Course (D.D.C.) within two (2) years of date of employment. Drivers who have previously completed a Defensive Driving Course (D.D.C.) are exempt from this requirement.

F. Drivers may be required to take a refresher course in Defensive Driving every other year after completion of the Defensive Driving course (D.D.C.) in "E" above. Said refresher course shall be for not more than two (2) hours.

ARTICLE VIII
ADDITIONAL TIME

Additional Time: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular work day or any day other than provided in the regular work year.

A. All additional time spent must be voluntary and mutually agreed to by the employee and immediate superior.

B. All athletic and activity "run(s)" shall be paid at the rate of \$13.00 per run for 1988/89 and \$14.00 per run for 1989/90 when it is not assigned as part of a driver's regular daily runs. A run

defined for the purpose of this specific sub-section shall be that which transports students to or from school.

C. All athletic and activity trip(s) shall be paid as follows:

(1) \$35.00 for the first five (5) hours
\$6.00 thereafter
Maximum of \$71.00 per trip for 1988/89

(2) \$35.00 for the first five (5) hours
\$ 7.00 thereafter
Maximum of \$84.00 per trip for 1989/90

(3) It is understood that the \$6.00 (1988/89 s/y) and the \$7.00 (1989/90 s/y) is not applicable to the "Eagle Relays" as per agreement reached regarding Central Regional Bus Driver Grievances #87-1 and #87-2.

A trip shall be defined as transporting students and/or faculty to and from athletic and activity events, which occur away from school. With the approval of the Board of Education, trips of exceptional length may pay extra compensation.

D. If another destination is added to a present vocational run, the driver will be compensated for an extra run in the amount of twelve (12) dollars per run.

E. If any cancellation occurs in sub-sections B or C of the above after driver has reported for his assignment, said driver shall receive remuneration for half of run, as per sub-section B and C. Reported shall be defined as the driver and bus being at the designated starting point for the trip.

F. Drivers will be reimbursed for reasonable expenses for meals and lodgings on trips that require the driver to remain overnight. To be reimbursed, a driver must submit to the Board Office an appropriate voucher supported by paid receipts within ten (10) days following the date that expenses were incurred.

G. Extra runs shall be given out on a seniority rotating basis. Extra runs may be split if a senior driver can only drive one way. If a driver has an extra run, that driver must be skipped if the chart rotates past them again, until every driver that can do an extra run, and wants an extra run, has one.

H. Early Dismissal

If school is dismissed early, drivers assigned activity runs shall not receive additional compensation for returning later in the day for the activity run.

I. Maintenance Run - Warranty Work on Vehicle

Driver shall receive ten (10) dollars each way for a maximum of twenty (20) dollars when assigned to transport their vehicle to a dealer for warranty work.

ARTICLE IX
EMPLOYMENT PROCEDURES

A. No Reduction

The Board agrees, based upon run packages developed, to maintain personnel employed on a full-time basis as of May 1, 1983, and are covered herewith in their positions for the term of this Agreement. No such protection, however, shall extend to personnel employed as a result of attrition or dismissal.

Except in the absence of a qualified volunteer from those covered herewith or in a case of emergency, no other persons aside from those in the negotiating unit should be utilized to transport students for scheduled runs or trips. Except as provided by Chapter 51 of the Laws of 1981 approved on February 25, 1981 as follows:

"AN ACT concerning the transportation of school children and supplementing Chapter 39 of Title 18A of the New Jersey Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

1. Notwithstanding any statute or regulation to the contrary, any board of education, governing body of a non-public school or State agency may authorize qualified school personnel, State employees or parents, to transport school children to and from related school activities in a private vehicle with a capacity of eight or less. Any person authorized by a board, body or agency to provide such transportation services shall not be required to be licensed or regulated as a school bus driver. Such transportation shall be exempt from all registration, equipment inspection and maintenance requirements imposed on the transportation of pupils by school bus.

2. This act shall take effect immediately."

B. Placement on Salary Schedule - Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule. Any employee employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. (July 1 to June 30).

C. Employee Termination

A terminated employee shall receive two (2) weeks written notice of termination. A copy of such a notice shall be filed in the Board of Education office.

D. Resignation

An employee who is resigning from his position shall provide thirty (30) days written notice to the coordinator with a copy to the Board of Education.

E. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for ensuing year not later than April 30th.

F. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description. However, first echelon maintenance shall be deemed appropriate to their position.

G. Those drivers who are caused to be laid off as a result of this contract shall have the right to recall for such a time as to give all the opportunity for employment. Any said driver refusing an offer of employment shall have waived any rights herein.

H. Increment

The Board of Education may withhold increments or any part thereof from employees as a part of progress discipline subject to the grievance procedure.

ARTICLE X
SENIORITY AND JOB SECURITY

A. School District seniority is defined as service by appointed employees in the school district. An appointed employee shall lose all accumulated school district seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

2. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Any layoffs shall be in accordance with seniority. Laid off regular drivers will have seniority as substitutes.

B. In the event that within three (3) years from the date of his lay off a vacancy occurs in the classification of his last appointment, a laid off employee shall be entitled to recall thereto in the order of his seniority.

1. It is the responsibility of the driver to notify the Board of Education of any change in his/her address.

C. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within fifteen (15) days from receipt of such notice of recall, the employee shall notify the Bus Coordinator, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the

date he received the recall notice or within such period of time as is set forth in a written extension of time signed by the Bus Coordinator of the department or his designee. In the event he shall fail to report to work, he shall forfeit all of his seniority and all rights to recall.

D. Seniority shall not be accumulated during the period of layoff. An employee, if RIF'd by the district and is recalled within the year, shall be entitled to their unused sick leave and seniority which was accumulated at time of RIF.

E. Thirty (30) days notice of lay off shall be given to appointed employees involved, except where the appointed employee with least seniority is displaced under Article X, Section C hereof.

F. All notices of examinations for job opportunities for Bus Drivers shall be posted in all departmental work locations on the official bulletin board at least thirty (30) days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

G. Employee Security - After completion of four (4) months of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause. This section is not to be construed as tenure.

H. All runs and positions in the unit shall be selected by drivers in accordance with their seniority.

I. Drivers will select runs and positions according to seniority before each school year. Runs shall be posted before the school year begins and selection of runs shall be made at meeting of ALL DRIVERS before the opening of school in August. There shall be a total of nine (9) six (6) run packages paid at the rate of the five (5) run packages. Balance of packages shall be set up in five (5) run packages (paid at the rate of five [5] runs), then four (4) runs, three (3) runs, etc. Packages shall be developed by the Transportation Coordinator in order to make the most efficient and effective use of drivers and vehicles available. Run packages to High Point and Palsy Center shall be compensated at the rate of four (4) run packages.

J. Trips and unassigned athletic runs shall be handled on a rotating basis beginning with the most senior employee. Drivers may or may not accept said trips or unassigned athletic runs.

1. The Transportation Coordinator, in emergency situations given twenty-four (24) hours or less notice, may assign such runs without respect to seniority.

K. On or before September 1, the Board will make available to the Association a list and description of all runs and bus assignments.

L. A proper seniority list shall be established by the Association and submitted to the Superintendent of Schools for approval. Subject to the approval of the Association and the Board, the official seniority list shall be maintained by the Superintendent of Schools and shall be modified only as may be agreed by the parties.

M. As new employees are hired, they shall be placed on said list.

N. The President of the Association shall have the greatest seniority during his term in office, but shall return to his proper position on the seniority list in accordance with years of consecutive employment in the school district.

ARTICLE XI SALARIES

A. Salary Guide

The salary of each employee covered by this Agreement is set forth in the Salary Guides which are attached hereto and made a part hereof. Individuals employed subsequent to August 31, 1983 shall be covered by Salary Guide identified as Exhibit II.

B. Method of Payment

1. Each employee on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments except the last installment of the annual contract will be paid on the last working day in June.

2. Summer Pay Plan - Each employee may individually elect to have ten (10) percent of his monthly salary deducted from his pay. These funds shall be paid to the employee or his estate on the final pay day in June.

3. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

4. Longevity shall be fully implemented as of the date of this Agreement and shall accrue only for full contract years of employment.

(Note 1: Longevity pay shall be frozen at the 1982-1983 school year level for the duration of this Agreement.

Note 2: Individuals employed subsequent to August 31, 1983 will not accrue longevity.)

ARTICLE XII
SALARY GUIDE - EXHIBIT I

The following salary guides shall be based on a maximum of five (5) runs. The following guides are applicable to drivers employed prior to August 31, 1983.

1988-1989

<u>Step</u>	<u>5 Runs</u>	<u>4 Runs</u>	<u>3 Runs</u>	<u>2 Runs</u>	<u>1 Run</u>
12	\$16,074.	\$12,860.	\$ 9,645.	\$ 6,429.	\$ 3,214.

1989-1990

<u>Step</u>	<u>5 Runs</u>	<u>4 Runs</u>	<u>3 Runs</u>	<u>2 Runs</u>	<u>1 Run</u>
12	\$17,440.	\$13,953.	\$10,465.	\$ 6,976.	\$ 3,487.

Longevity Pay - Additional \$200.00 at the completion of
3rd, 6th, 9th, 12th, and 15th consecutive
district service.

Note: Longevity pay shall be frozen at the 1982-1983 school year level for the duration of this Agreement.

SALARY GUIDE - EXHIBIT II

Note: (1) This Guide is applicable to drivers employed subsequent to August 31, 1983.

(2) There is no longevity attached to this guide.

~~X~~ (3) Guide Steps are frozen for two (2) years
until June 30, 1990.

1988-1989

<u>Step</u>	<u>Rate/Run</u>
1	\$ 9.75
2	\$10.04
3	\$10.63
4	\$10.70

1989-1990

<u>Step</u>	<u>Rate/Run</u>
1	\$10.58
2	\$10.89
3	\$11.53
4	\$11.61

ARTICLE XIII
EMPLOYEE EQUIPMENT

1. Broom
2. De-icer
3. Squeegee and sponge combination
4. Window cleaner
5. Scrub brush
6. Sponge
7. Soap
8. Waste basket
9. GUIDE FOR SCHOOL BUS DRIVERS - Furnished by the Bus Coordinator's office, to which each and every driver shall refer, review and familiarize themselves at the beginning of their employment and throughout their employment.
10. Reasonable advances shall be given for expenses to be incurred on trips.

ARTICLE XIV
SICK LEAVE

A. 1. Effective September 1, 1977, bus drivers shall be allowed a maximum of ten (10) days each year for leave because of personal illness. The unused days of sick leave each year shall be cumulative.

2. Sick leave shall be defined in accordance with applicable sections of N.J.S.A. Title 18A.

3. Pro rata subtraction from sick leave shall occur in accordance with the amount of time actually absent from work.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave once each year no later than September 30th of each school year.

C. Sick Leave/Retirement

Employees covered under this contract shall be eligible for retirement credit for unused sick days, contingent upon the following conditions:

1. Said employee must have at least ten (10) consecutive years of service with the district.
2. Said employee must give written notice to the Superintendent of Schools of his request for retirement, setting forth the requested date of retirement and his claim for credit for unused sick days. Said written notice must be received no later than October 31st preceding the June retiring date.
3. The effective date for written notice may be waived, in case of an emergency, with approval of the Superintendent of Schools and at the sole discretion of the Board of Education.
4. Said employee's compensation shall be based on one-half (1/2)

of the sick day's pay at the time of retirement and for every accumulated unused sick day in excess of forty-five (45) days.

ARTICLE XV
TEMPORARY LEAVES OF ABSENCES

A. Types of Leave

As of the beginning of the school year, employees shall be entitled to the following temporary non-accumulative leaves of absences with full pay each school year.

1. Personal Business

a. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days shall be approved in advance by the Superintendent. Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above.

b. No more than three (3) drivers will be permitted personal day leave on any given day. Priority will be based on date of submission of request and approval.

c. Any unused personal days will be converted to one (1) sick leave day and added to the driver's accumulated sick leave at the beginning of the next contract year.

2. Death - Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and any other member of the immediate household.

3. Military - Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the States National Guard, so long as call up is not punitive in nature. An employee shall be paid the difference between his regular pay and any pay which he receives from the State or Federal Government.

4. Other leaves of absence with pay may be granted by the Board.

5. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system.

ARTICLE XVI
EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities

of the Association or its affiliates.

B. Military

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge, provided:

1. The individual applies before the expiration of his leave of absence.

2. Receives an Honorable Discharge.

A similar leave shall be granted to the spouse of any employee who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

C. Maternity

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations.

1. Maternity leave shall commence on the date requested by the employee. The employee shall give four (4) months notice prior to commencement of said leave.

2. Any employee granted maternity leave without pay according to the provision of this section may at her discretion select to substitute all or any part of her accumulated sick leave in lieu therefore and receive full-time pay and benefits for the same.

3. Any employee granted maternity leave shall at her request be restored to the similar position vacated at the commencement of said leave.

4. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

5. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically and physically able to continue.

6. The Board shall not discriminate against any person in violation of N.J.S.A. 10, 5-1 et seq. The Law Against Discrimination nor in violation of the Constitution of the State of New Jersey and of the United States.

D. Extended Leaves of Absence - Adoption

Any employee adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute as a driver in the Central Regional School District.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted or rejected in writing.

A bus driver on leave shall report to the Transportation Coordinator on or before April 15 of the year, his/her intentions with respect to resuming regular work at the start of the following school year. Failure to comply with this stipulation may be construed as a resignation.

During a leave, the bus driver will not be eligible for credit on the salary guide, or for pension and annuity, or any other benefits provided in this Agreement.

ARTICLE XVII PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil — in absence of a certified person.

C. 1. Civil Action

Whenever any civil action shall be brought against a Bus Driver for any act or omission arising out of and in the course of the performance of the duties of their employment as a Bus Driver, the Board shall defray all cost of defending such action.

2. Criminal Action

Whenever any criminal action is instituted against a Bus Driver for any act or omission arising out of and in the course of the performance of the duties of their employment as a Bus Driver and shall such proceedings be dismissed or result in a final disposition in favor of the Bus Driver, the Board of Education shall reimburse the Bus Driver for the cost of the defense.

3. It shall be the responsibility of the Bus Driver to report in writing any Civil or Criminal Action against him/her to his/her immediate superior, or in the event of his/her absence, to the Superintendent of Schools within twenty-four (24) hours of notice or receipt that such has been instituted.

4. Within a reasonable time after notice or receipt of Civil or Criminal Action against him/her, a Bus Driver shall report to the Board through the office of the Superintendent of Schools, his/her selection of counsel, without disclosure of confidential information.

5. Failure to comply with Paragraphs 3 and 4 of this Article may result in the loss of the cost reimbursement as provided in Paragraphs 1 and 2 of this Article.

D. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to the Bus Coordinator and Secretary of the Board of Education.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE XVIII
INSURANCE PROTECTION

A. Hospitalization

The Board of Education shall provide participation in the Hospital Service Plan of New Jersey for full family coverage (Extended Coverage for dependents until age 23) including Blue Cross-Blue Shield, Rider J Major Medical at the UCR Series, Optical, Blue Cross Prescription Plan - \$2.00 Co-Pay, and Dental with Orthodontics.

B. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and service.

C. Bus Drivers Association shall participate in the district's Health Care Committee.

ARTICLE XIX
DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct, from the salaries of its employees, dues for the Central Regional Bus Drivers Association, Inc., the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the Treasurer of the Central Regional Bus Drivers Association, Inc., by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer designated shall disburse such monies to the appropriate Association or Associations.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The Association will indemnify, defend and save harmless, the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board when the Board submits tangible evidence that the monies were in fact submitted to and accepted by the Association as its authorized representative.

ARTICLE XX
MANAGEMENT RIGHTS

A. The right of the Board of Education in all respects to manage its business, operations and affairs; to establish wages, hours and other terms and conditions of employment; and to change, combine, establish or discontinue jobs or operations, shall be unimpaired except insofar as specifically limited by this Agreement, and then only insofar as such limitations are legal. The Board of Education's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board of Education from exercising the same in some other way not in conflict with the expressed terms of this Agreement.

B. Management shall have the right to assign both activity and athletic runs in reverse order of seniority provided that all drivers in order of seniority have voluntarily refused the additional said assignments.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter.

D. For the duration of this Agreement the Association recognizes that it should not call, sanction, or engage in any strike, slow down or stoppage of work; and the Board agrees that it shall not cause or engage in any lockout.

ARTICLE XXII
DURATION OF AGREEMENT

A. Duration Period - This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1990 subject to the Association's right to negotiate over successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Printing of Agreement - Copies of this Agreement shall be printed and the expense shall be equally shared by the Board and the Association as soon as possible after the Agreement is signed.

C. Status of Incorporation - In witness whereof the parties hereto have caused this Agreement to be signed by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

C.R.H.S. BUS DRIVERS
ASSOCIATION

C.R. BOARD OF EDUCATION

Anna May Applegate Daniel S. Clay

By: President
Date: September 13, 1988

By: President
Date: September 15, 1988

Loyal W. Applegate James H. Cunningham

By: Secretary
Date: September 13, 1988

By: Secretary
Date: September 15, 1988

TRANSPORTATION DEPARTMENT SENIORITY LIST
1988-1989

- | | |
|-----------------------|------------------------|
| 1. Bobby Owen | 13. Nancy Lovering |
| 2. Alfred Lasner | 14. Robert Nelson |
| 3. Mary Nicolaro | 15. Barbara Smith |
| 4. Mary Albert | 16. Patricia Sperber |
| 5. Florence Drumright | 17. Janice Ricotta |
| 6. Guido Mazzanti | 18. Catherine Marcello |
| 7. Elizabeth Biggers | 19. Lillian Britton |
| 8. Isabelle Kozak | 20. Michele Hawkins |
| 9. Dorothy Carbone | 21. Joan Brown |
| 10. Rosemarie Keslink | 22. Robert Fischer |
| 11. Anna Applegate | 23. Richard Connor |
| 12. Loyal Applegate | 24. Evelyn Wassong |